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8 Attorneys for DEBTOR
9 KRISTINA MARIE PEREZ KROW

10 UNITED STATES BANKRUPTCY COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 In Re:	)	CASE NO. 12-31601- DM
)	
14 KRISTINA MARIE PEREZ KROW	)	CHAPTER 7
)	
15 DEBTOR.	)	MOTION FOR RECONSIDERATION OF
	)	ORDER FOR CONTEMPT ON FIRST
	)	AMENDED COMPLAINT; EVIDENCE IN
	)	SUPPORT OF MOTION;
	)	DECLARATIONS IN SUPPORT OF
	)	MOTION

18
19 **TO: MONTGOMERY SANSOME, LP; LEONARD NORDEMAN, AND THEIR**
20 **ATTORNEYS OF RECORD, and ALL INTERESTED PARTIES:**

21 **PLEASE TAKE NOTICE** that Debtor KRISTINA MARIE PEREZ KROW (hereafter
22 DEBTOR) hereby moves the Court for Reconsideration of the ORDER DENYING DEBTOR'S
23 MOTION FOR VIOLATION OF THE POST DISCHARGE INJUNCTION as to
24 MONTGOMERY SANSOME'S (hereafter MS) FIRST AMENDED STATE COURT
25 COMPLAINT (hereafter FAC) issued by this Court on June 1, 2015 (See attached Order Exhibit
26 A). This motion is based on new evidence that emerged from the state court trial regarding MS'
27 FAC and bears directly on the issue of MS' contempt of this Court.

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Leonard Nordeman’s sworn trial testimony revealed for the first time that the purported agreement and obligation of DEBTOR to sue her first party insurance carrier for the benefit of MS and Nordeman *existed before* DEBTOR’s petition for Chapter 7 bankruptcy relief and that the “Litigation Agreement” (also referred to as Exhibit E to MS’s FAC) restated an earlier pre-petition agreement that MS contended was allegedly lost until the end of the state court trial.¹ However,

2

1 the evidence at trial also established that MS coerced, threatened and forced DEBTOR into signing
2 the Litigation Agreement and MS knew with certainty it was based upon an alleged agreement
3 made pre-petition in direct violation of the injunction that protects debtors from collection efforts
4 attempted by creditors after the debtor's Chapter 7 discharge order.

5 During the trial, MS failed to prove it *ever even delivered a fully executed copy of the*
6 *Litigation Agreement before DEBTOR revoked her coerced offer and thus, there was never an*
7 *enforceable post-petition agreement whatsoever.* MS has been solely engaged in seeking its
8 collection of DEBTOR's pre-petition debt and has attempted to cover its tracks by
9 misrepresentations to this Court in order to pursue and harass the DEBTOR. DEBTOR
10 respectfully submits that had these facts been available to DEBTOR at the time of her last Motion,
11 the evidence would have existed justifying a ruling in favor of DEBTOR's request for injunctive
12 relief. Moreover, it is evident from the wording of the prior order that the Court relied upon the
13 representations of MS and its counsel for the basis of its determination that DEBTOR had
14 *voluntarily* undertaken a new post-petition obligation.

15 This Court retains jurisdiction over this matter on the basis the Discharge of Debtor Order
16 issued on 10/16/2012. If the Court believes a hearing is necessary to resolve the matter, DEBTOR
17 requests a hearing be set.

18 PROCEDURAL BACKGROUND IN THE BANKRUPTCY COURT

19 On January 9, 2015, this Court heard DEBTOR's *first* Motion to hold MS in contempt for
20 violation of the injunction against collection efforts of a discharged debt. This Court granted that
21 motion in part, and denied the motion in part. This Court specifically found MS was in contempt
22 as to some of its claims but that DEBTOR *voluntarily* re-entered "the fray" by signing the
23 Litigation Agreement, purportedly a new and separate contract that arose after DEBTOR's petition
24 for bankruptcy. Where did this conclusion come from? The language reflects the representations
25 made by MS in its opposing brief to DEBTOR's original motion for sanctions. MS stated
26 unequivocally:

27 **"...(2) [T]here was no obligation to sue Farmers**
28 **Insurance Company ("Farmers") until months after she**
filed her bankruptcy when she signed Exhibit E. *Infra*

1 Section III C.” (See MS Opposition to DEBTOR’s initial
2 Motion for Contempt at Page 6, lines 7-9 as referenced in
3 Wade Church’s declaration in support hereto.) [Emphasis
4 added to the original.]

5 “...Nor is the breach of contract claim in the State Action
6 “related to” the bankruptcy, as it arises out of a post-
7 petition agreement that **became operable only after the**
8 **Perez bankruptcy closed** and the claim against Farmers
9 was “abandoned” to Perez. *Id; supra* Section II C.” (See
10 MS Opposition to DEBTOR’s initial Motion for Contempt
11 at Page 11, lines 15-18 as referenced in Wade Church’s
12 declaration in support hereto.)

13 The Order following that hearing authorized further future hearing to determine the amount of the
14 contempt sanctions and required MS file an amended complaint based only upon the “Litigation
15 Agreement” if it chose to do so. Upon the disposition of this Motion to Reconsider, DEBTOR
16 will seek a mutually convenient hearing time for this Court to consider what sanctions against MS
17 would be appropriate.

18 MS was ordered to amend the complaint to remove the second cause of action “Common
19 Counts” because it violated the injunction against the collection of discharged debts. The Court
20 permitted the first cause of action “Breach of Contract” to proceed but only as it related to the
21 single post-petition agreement; the “Litigation Agreement,” one (1) of five (5) contracts attached
22 to the original and amended complaints as Exhibits A – E.

23 After being served with MS’s FAC on March 15, 2016, DEBTOR maintained that MS
24 was still proceeding on a claim that was a violation of the discharge injunction and renewed its
25 Motion for contempt as to the FAC on May 7, 2016. This Court denied the *second* motion and it
26 is that Order that DEBTOR respectfully requests the Court reconsider. Based upon the newly
27 discovered evidence and the judgment against MS, DEBTOR is now in possession of concrete
28 proof that MS had not only violated the discharge injunction, but was aware of the violation even
while defending against the first motion for contempt, and continued to violate the injunction
purposefully, knowingly and with malice to cause the maximum cost in time, emotional distress
and legal fees to DEBTOR.

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1 **PROCEDURAL BACKGROUND IN THE STATE COURT ACTION**

2 MS's initial San Mateo County state court complaint against DEBTOR was filed on
3 February 18, 2014. Once Debtor was served, MS's then counsel (Tracy Tumlin), was made aware
4 of the post-discharge injunction against collection efforts contained in Bankruptcy Code § 524.
5 Thereafter, Mr. Tumlin withdrew as MS's counsel of record for the state court action against
6 DEBTOR. Mr. John Cigavic III, Esq., substituted in as counsel on August 6, 2014.

7 MS is a seasoned litigant with dozens upon dozens of state court collection actions in
8 almost every Bay Area county. MS's litigation modus operandi might be characterized as a form
9 of economic pressure designed to extract money based on claims (whether meritorious or not) that
10 would otherwise cost enormous sums to defend. Once MS files a lawsuit and forces the defendant
11 to "ante up" through incurring the cost of litigation, eventually the named defendants settle rather
12 than risk the payment of further expenses and the risk of losing the lawsuit. Here, Mr. Cigavic, as
13 MS's counsel, increased the pace and breadth of litigation, undertook excessive discovery,
14 including eight (8) percipient depositions, filed motions to compel and two unsuccessful motions
15 for summary judgment and repeated demands for large monetary settlement. All the while without
16 an enforceable agreement in its possession that could form the basis of a valid claim.

17 On June 3, 2015, DEBTOR substituted in new counsel, Thomas Harrelson, for the state
18 court action. Mr. Harrelson filed a verified answer to the verified FAC. The case went to trial and
19 the truth was delivered after MS presented its case in chief. Leonard Nordeman had used threat,
20 intimidation and coercion to force DEBTOR into signing the Litigation Agreement, but never
21 delivered an executed copy of the contract to her. He admitted that the Litigation Agreement was
22 a post petition "re-write" of a pre-petition agreement (Assignment of Litigation Rights & Benefits).
23 (See the Declaration of Thomas M. Harrelson in Support of DEBTOR's Motion, Paragraph 6,
24 beginning on Page 3, Line 8 and ending on Page 5, Line 22.) MS even proffered a poor copy of
25 the allegedly executed Assignment of Litigation Rights & Benefits Agreement that was allegedly
26 signed by DEBTOR and dated in January, 2012. (See generally the Declaration of Thomas M.
27 Harrelson in support of DEBTOR's Motion, Paragraph 6 beginning of page 3.)

28 After MS finished its case in chief, on DEBTOR's Motion for Judgment, the state court

1 judge found in favor of DEBTOR on four separate bases: 1) the Litigation Agreement was never
2 fully entered into; 2) that DEBTOR's signature on the document was induced by duress and
3 coercion; 3) that the Agreement was void and illegal because it was determined to be
4 unconscionable; and 4) the Litigation Agreement violated the California Insurance Code Sections
5 15006-15007. Thus, despite all its representations to the contrary, there was no post-petition
6 agreement, because it never came into existence. MS was churning on the alleged pre-petition
7 obligation on the part of DEBTOR to sue Farmers for the primary benefit of MS, an obligation
8 discharged by her Chapter 7 proceeding.

9 MEMORANDUM OF POINTS AND AUTHORITIES

10 The FRCP, Rule 60 provides the mechanism for consideration of new evidence to vacate
11 or modify the original ruling 60(b)(2), and also for reconsideration of fraud or misrepresentation
12 by an opposing party 60(b)(3). The trial testimony and documents produced show the level of bad
13 faith behavior engaged in by MS against DEBTOR and the Court's decision of the Superior Court
14 Judge confirmed these facts. There could be no clearer course than to set aside the Order and find
15 in favor of DEBTOR. Federal Rules of Civil Procedure, Rule 60(b)(2) permits relief from a prior
16 order on basis of newly discovered evidence which by due diligence could not have been
17 discovered. (See *Meineker v Hoyts Cinemas Corp.* (2004, ND NY) 325 F Supp 2d 157.)
18 Additionally, Rule 60(b)(3) authorizes a court to relieve a party from a judgment where "fraud
19 (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing
20 party" has occurred. (See *Thomason v. Thomason (In re Thomason)* (U.S.Bankr.9th Cir. June 26,
21 2009, Nos. ID-09-1000-MoDH, ID-09-1001-MoDH) 2009 Bankr. LEXIS 4551, at *12-13, fn. 7.)

22 This is the proper forum for this motion as this Court continues to have jurisdiction over
23 this matter via the original bankruptcy discharge as well as the motion for contempt. At the hearing
24 on the Motion for Contempt concerning the FAC, this Court was blindsided by lack of truthful
25 information and the misrepresentations made by MS and their counsel. The procedure was also
26 proper, despite the concerns of opposing counsel, in that an adversary proceeding is not the
27 procedural format for the violation of § 524. "A motion for contempt for violation of a discharge
28 injunction under § 524 must be brought via motion in the bankruptcy case, not via an adversary

1 proceeding". (See *Barrientos v. Wells Fargo Bank, N.A.* (9th Cir. 2011) 633 F.3d 1186, 1188.)

2 Additionally, this motion is based on new evidence that was solely in possession of MS
3 until the state court trial. At that time, DEBTOR had repeatedly informed Plaintiff that their
4 actions were in violation of the discharge injunction, but had no idea that Plaintiff knew all along
5 that their actions, even prior to our involvement in the case, were actions based solely on a pre-
6 petition agreement and were actions in contempt of the order of this Court. Those allegations
7 would most certainly have been made if they had been known to DEBTOR.

8 DEBTOR has suffered significant attorney fees and costs, not to mention the emotional
9 stress and strain of this protracted lawsuit. The damages caused by MS's fraud on this Court
10 justifies DEBTOR being made whole for all attorney fees and costs DEBTOR was forced to bear
11 in her protracted fight against the bullying, lying and false statements made under oath by MS, as
12 well as any other sanction this Court determines appropriate.

13 In addition to the recovery of the attorney fees and costs expended as a result of MS's fraud
14 on the Court, the discretion to *sua sponte* order further sanctions as a deterrent to others who would
15 knowingly violate the discharge injunction is clearly warranted.

16 On January 7, 2016, judgment in favor of DEBTOR was entered in the state court action.
17 (See the attached Declaration of Thomas M. Harrelson in support of DEBTOR's Motion, Page 2,
18 Paragraph 4 & Exhibit A attached thereto.) The trial in the state court uncovered the extent of
19 MS's bad faith behavior and moribund evidence as it attempted to provide proof that an Agreement
20 existed. MS's own case in chief provided the evidence that it never executed the Agreement and
21 engaged in fraud and coercion, perpetrated upon DEBTOR, for the previous four years of her
22 involvement with MS. DEBTOR was forced to seek legal counsel to deal with the coercive and
23 bullying tactics employed by MS in collecting a debt that it knew full well was already discharged.
24 Such actions by DEBTOR were necessary to protect herself from MS and Nordeman as her only
25 remedy to enforce the rights granted her by this Court by reason of her prior discharge.

26 ARGUMENT

27 Any collection effort or attempt to make a claim for a discharged debt is a violation of the
28 bankruptcy code. MS has been made aware of this violation on numerous occasions prior to the

1 filing of the original complaint in state court, prior to the initial Motion for Contempt filed in this
2 Court, prior to the filing of the FAC in state court, prior to the Motion for Contempt arising out of
3 the FAC and again prior to the beginning of the trial in San Mateo County Superior Court. The
4 actions of MS for the last four years have been to wrongfully engage DEBTOR in litigation. The
5 facts are now exposed which were previously only known to MS. The only way MS could persist
6 in its debt collection efforts, its illegal debt collection efforts, against DEBTOR was to force
7 DEBTOR to sign a "new" contract after she had filed for a Chapter 7 bankruptcy. MS was well
8 aware of this, and for that reason harassed, threatened and cajoled DEBTOR into signing the
9 "Litigation Agreement" knowing full well it was only a bogus reaffirmation agreement.

10 It is for the foregoing reasons DEBTOR brought the first and second motions for contempt
11 and respectfully request the Court to reconsider DEBTOR's second motion for contempt and
12 sanction MS and its general partner, Leonard Nordeman personally, to be jointly and severally
13 liable, all for the knowing violation of the Bankruptcy Code and order the fees and costs of bringing
14 this motion, as well as the fees and costs in defending DEBTOR in the state court action to be paid
15 to DEBTOR.

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PRAYER

WHEREFORE, DEBTOR prays:

1. This Court find MS and Leonard Nordeman in contempt of this Court for failure to comply with the bankruptcy code and order of discharge.
2. We respectfully request this Court to order MS and Nordeman to pay sanctions according to proof, including attorney's fees, compensation for DEBTOR's resulting cost of defending the state court actions
3. , As allowed under 11 U.S.C. § 362(k)(1) compensation for her emotional distress caused by this willful violation of the Bankruptcy Code and the Order of this Court.
4. For such other relief as the Court may deem just and proper.

Dated: May 24, 2016

_____/s/ Wade S. Church_____
Wade S. Church, Attorney for DEBTOR
KRISTINA MARIE PEREZ KROW

REQUEST TO TAKE JUDICIAL NOTICE

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Rule 201 of the Federal Rules of Evidence, that DEBTOR hereby requests the Court to take judicial notice of the following matter:

1. All pleadings, orders, and records and the judgment in the Superior Court of California in and for the County of San Mateo, Case No. CIV 526808, the Notice of Entry of Judgment on the Amended Complaint which is attached. (See Exhibit B).
2. All pleadings that have been filed and served within this action and specifically the DEBTOR's prior motions for sanctions and MONTGOMERY' oppositions thereto.

Dated: May 24, 2016

_____/s/ Wade S. Church_____
Wade S. Church, Attorney for DEBTOR
KRISTINA MARIE PEREZ KROW

EXHIBIT A



MORAN LAW GROUP, INC.
CATHLEEN COOPER MORAN, I.D. #83758
RENÉE C. MENDOZA, I.D. #139939
1674 N. Shoreline Blvd., Suite 140
Mountain View, CA 94043-1375
Tel.: (650) 694-4700
Fax: (650) 694-4818
E-mail: ccmoran@moranlaw.net
Attorneys for Montgomery-Sansome

Signed and Filed: June 1, 2015

Dennis Montali
DENNIS MONTALI
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA, DIVISION 3

In Re:	)	Chapter 7
KRISTINA MARIE PEREZ KROW,	)	Bankruptcy No. 12-31601
	)	Date: May 29, 2015
	)	Time: 10 a.m.
	)	Place: 22 nd Floor
Debtor.	)	HON. DENNIS MONTALI

**ORDER DENYING MOTION FOR SECOND VIOLATION OF POST
DISCHARGE INJUNCTION**

This matter came before the court at the date and time set forth above. Wade Church appeared for movant Kristina Perez Krow; Cathleen Cooper Moran and John H. Cigavic, III appeared for Montgomery-Sansome, L. P. For the reasons stated on the record, the motion is denied.

END OF ORDER

COURT SERVICE LIST

All participants are ECF filers.

EXHIBIT B

FILED
SAN MATEO COUNTY

JAN 18 2016

Clerk of the Superior Court

By

DEPUTY CLERK

1 THOMAS M. HARRELSON (CA Bar No. 114346)
2 JULIAN J. HUBBARD (CA Bar No. 106469)
3 HARRELSON & ASSOCIATES
4 533 Airport Boulevard, Suite 300
5 Burlingame, CA 94010
6 Telephone: 650/373-3300
7 Facsimile: 650/373-3302

8 Attorneys for Defendant KRISTINA PEREZ KROW
9 (kna Kristina Perez)

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

MONTGOMERY SANSOME, LP, et al.

Plaintiffs,

v.

KRISTINA PEREZ KROW, et al.;

Defendants.

Case No.: CIV 526808

NOTICE OF ENTRY OF JUDGMENT

Judge: The Honorable Joseph C. Scott
Dept: Department 25, Courtroom 2G
Date: November 16, 2015
Time: 9:00 a.m.

Complaint Filed: February 18, 2014
Trial Date: November 3, 2015

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that on January 5, 2016, the Honorable Joseph C. Scott signed Defendant KRISTINA PEREZ KROW's ORDER OF JUDGMENT ON MOTION PURSUANT TO C.C.P. §631.8. This Order was endorsed-filed on January 7, 2016 by the above-entitled Court, a true and correct copy of which is attached hereto.

Dated: January 13, 2016

HARRELSON & ASSOCIATES

Thomas M. Harrelson, Counsel for KRISTINA
PEREZ KROW (kna Kristina Perez)

NOTICE OF ENTRY OF JUDGMENT

1 THOMAS M. HARRELSON (CA Bar No. 114346)
2 JULIAN J. HUBBARD (CA Bar No. 106469)
3 HARRELSON & ASSOCIATES
4 533 Airport Boulevard, Suite 300
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Telephone: 650/373-3300
Facsimile: 650/373-3302

5 Attorneys for Defendant KRISTINA PEREZ KROW
6 (kna Kristina Perez)

ENDORSED FILED
SAN MATEO COUNTY

JAN 07 2016

Clerk of the Superior Court
By KARLA ST. PIERRE
DEPUTY CLERK

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 IN AND FOR THE COUNTY OF SAN MATEO
9

10 MONTGOMERY SANSOME, LP, et al.

11 Plaintiffs,

12 v.

13 KRISTINA PEREZ KROW, et al.;

14 Defendants.
15
16

Case No.: CIV 526808

**[PROPOSED] ORDER OF
JUDGMENT ON MOTION
PURSUANT TO C.C.P. § 631.8**

Judge: The Honorable Joseph C. Scott
Dept: Department 25, Courtroom 2G
Date: November 16, 2015
Time: 9:00 a.m.

Complaint Filed: February 18, 2014
Trial Date: November 3, 2015

17
18 The Motion of Defendant KRISTINA PEREZ KROW for judgment pursuant to *Code*
19 *of Civil Procedure* Section 631.8 was heard on the above date and time during the court trial
20 of this action. Appearing on behalf of Plaintiff, MONTGOMERY SANSOME, LP, was John
21 H. Cigavic, III, Esq. and appearing on behalf of Defendant, KRISTINA PEREZ KROW, was
22 Thomas M. Harrelson, Esq. and Julian J. Hubbard, Esq.

23 After the presentation of six and one half days of testimony and documentary
24 evidence before the Court, and upon motion made by Defendant for Judgment and hearing
25 oral argument from all Parties to the case, the Court made the following findings of fact and
26 conclusions of law as to the following issues:

27 1. There was no evidence presented to meet Plaintiff's burden that a valid and
28 enforceable contract was ever formed between Plaintiff and Defendant concerning the

1
[PROPOSED] ORDER OF JUDGMENT ON MOTION PURSUANT TO C.C.P. § 631.8

1 Litigation Agreement which was attached as Exhibit E to Plaintiff's verified First Amended
2 Complaint. Specifically, Defendant's execution of the Litigation Agreement on September
3 14, 2012, constituted an offer by Defendant which required Plaintiff's acceptance. Plaintiff's
4 acceptance also had to be communicated to Defendant prior to Defendant's revocation of her
5 offer. There was no evidence presented by Plaintiff that Mr. Nordeman spoke to Defendant
6 from September 14, 2012 to January, 2013. There was no evidence presented that Plaintiff or
7 his office staff provided Defendant with a fully executed copy of the Litigation Agreement at
8 any time prior to the first day of trial. The bad faith lawsuit filed by Plaintiff against
9 Farmers' Insurance Company was filed without Defendant's knowledge and three days after
10 she executed the Litigation Agreement, she was in pro per and her dismissal of the Farmers
11 bad faith lawsuit in December, 2012 constituted a revocation of her original offer which
12 would end any attempt by Plaintiff to enforce the Litigation Agreement. As a result,
13 Defendant and Plaintiff never had a binding Litigation Agreement that Plaintiff could enforce
14 through its breach of contract cause of action in its first amended complaint;

15 2. Notwithstanding the above finding that the Litigation Agreement between
16 Plaintiff and Defendant was never a binding contract, even if there was a formed and binding
17 contract between the parties, the evidence clearly demonstrated that Defendant's signature to
18 the Litigation Agreement (Exhibit E to Plaintiff's verified First Amended Complaint) was
19 procured through threats, intimidation and undue influence. Mr. Nordeman admitted to
20 making threats to Defendant that he or his company would sue Defendant if she did not
21 follow-through with the lawsuit and these threats pre-dated Defendant's signing of the
22 Litigation Agreement. There was credible evidence from Mr. Nordeman that he might raise
23 the issue of whether Defendant was involved in bankruptcy fraud in Defendant's pending
24 bankruptcy proceeding and there was evidence from Defendant that she became aware of this
25 threat from Dr. Fretty prior to her executing the Litigation Agreement on September 14,
26 2012. There was also evidence that Mr. Nordeman again threatened Defendant in February,
27 2013 if she did not perform he would sue her. Based upon the totality of the evidence
28 presented at trial, the Court finds that Defendant's signature to the Litigation Agreement was

1 obtained through coercion and threats against Defendant and therefore, the Litigation
2 Agreement is void and unenforceable as against Defendant herein;

3 3. Notwithstanding the above finding that the Litigation Agreement between
4 Plaintiff and Defendant was never a binding contract, even if there was a formed and binding
5 contract between the parties, the evidence clearly demonstrated that bad faith action filed by
6 Plaintiff on behalf of Defendant against Farmers' Insurance Company had little or no value.
7 The supporting evidence included correspondence from two attorneys who represented Mr.
8 Nordeman and his company, Montgomery Sansome, LP, as well as Mr. Nordeman's own
9 testimony. The correspondence from Plaintiff's attorneys was sent to Defendant's
10 bankruptcy attorney and to Defendant's bankruptcy trustee, during Defendant's Chapter 7
11 bankruptcy proceeding for the purpose of trying to convince Defendant's bankruptcy trustee
12 that the bad faith claim should be abandoned by the trustee. Each of these attorneys made
13 written representations on behalf of Plaintiff that the bad faith case had little or no value.
14 Thereafter, in February, 2013, yet another attorney for Plaintiff made a similar statement that
15 the bad faith case had no value. Because of the coercive and threats made by Plaintiff to
16 Defendant and the representations made by agents for Plaintiff of the lack of value in the bad
17 faith claim, the Litigation Agreement was both procedurally and substantively
18 unconscionable pursuant to Civil Code Section 1670.5 and thus unenforceable as against
19 Defendant;

20 4. Notwithstanding the above finding that the Litigation Agreement between
21 Plaintiff and Defendant was never a binding contract, even if there was a formed and binding
22 contract between the parties, the Court finds clear evidence that the Litigation Agreement is a
23 public adjusting agreement subject to the California Insurance Code (California Insurance
24 Code Sections 15006-15007); that the validity and enforceability of the Litigation Agreement
25 required Plaintiff be licensed as a Public Adjuster and that by the admission of Mr.
26 Nordeman, he was never properly licensed as a public adjuster; that Defendant exercised her
27 right to void such an agreement and did so in her verified answer to Plaintiff's First Amended
28

1 Complaint as well as during her trial testimony and therefore, the Litigation Agreement
2 was unenforceable as to Defendant upon that basis as well.

3 Satisfactory proof having been made, and good cause appearing,

4 **IT IS ORDERED THAT JUDGMENT BE ENTERED IN FAVOR OF**
5 **DEFENDANT.**

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8 Date: JAN 05 2016

JOSEPH C. SCOTT

HONORABLE JOSEPH C. SCOTT
JUDGE OF THE SUPERIOR COURT

10
11 Approved as to Form.

12
13 Date: _____
14
15

16 _____
17 John H. Cigavic, III, Esq., Counsel for Plaintiff,
18 Montgomery Sansome, LP
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Montgomery Sansome, LP v. Kristina Perez Krow, et al.
San Mateo County Superior Court Case No. CIV 526808

PROOF OF SERVICE

I am employed in the County of San Mateo, State of California. My business address is 533 Airport Boulevard, Suite 300, Burlingame, California 94010. I am over the age of 18 years and not a party to the foregoing action.

On **January 13, 2016**, I caused to be served the following document(s):

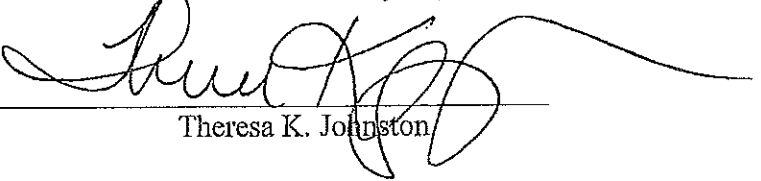
NOTICE OF ENTRY OF JUDGMENT

- [X] By regular First Class U.S. mail, by placing a true copy thereof enclosed in a sealed envelope to the parties set forth below in the ordinary course of business at HARRELSON & ASSOCIATES I mailed, with the correct amount of postage, said documents by depositing that same day in a U.S. mail receptacle.
- [] By Overnight Delivery on the following party(ies) in said action, in accordance with CCP §1013(c), by placing a true copy thereof enclosed in a sealed envelope, with delivery fees paid or provided for, in a designated area of outgoing overnight mail, addressed as set forth below. In the ordinary course of business mail, placed in that designated area and is picked up that same day for delivery the following business day.
- [] By personally delivering a true copy of the above listed pleadings, in accordance with Code of Civil Procedure §1011, to the person(s) and at the address(es) set forth below.

John H. Cigavic III, Esq.
BASIC LEGAL SERVICES
201 Mission Street, Suite 1200
San Francisco, CA 94105
Tel: (415) 859-5065
Fax: (415) 432-4301

Attorney for Plaintiff Montgomery Sansome, LP

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this document was executed on **January 13, 2016**, at Burlingame, California.


Theresa K. Johnston